

# Product Warranty

3261 NATIONAL AVENUE SAN DIEGO, CA 92113 +1 888 710 1026 INFO@LUMACAST.COM WWW.LUMACAST.COM

### Introduction

Lumacast, Inc. offers products backed by a non-transferable limited warranty and robust customer support services for your convenience. Many elements of our products are handcrafted, hand-finished, and utilize natural materials, leading to slight differences in color, finish, and dimensions. All items evolve and age naturally over time, influenced by factors like usage, heat, and flame. Such transformations are integral to the item's character as a fire feature. Lumacast, Inc. retains the authority to implement minor changes without prior notification.

### Length of Coverage and Terms

Lumacast, Inc. ("Lumacast") warrants to the original purchaser ("Purchaser") of its products that such products will be free from defects in materials and workmanship under normal use and service for the following periods from the date of purchase (the "Warranty Period").

- a) **RESIDENTIAL RETAIL**
- **Ten-year warranty period** from the date of purchase on the stainless burner system components.
- Five-year warranty period from the date of purchase on the concrete shell and Lumacast-produced accessories like aluminum and wood-faced composite tabletops.
- **One-year warranty period** from the date of purchase on third-party accessories such as all-weather covers, glass wind guards, propane kits, and overstock products.

b) COMMERCIAL - RETAIL

- **Two-year warranty period** from the date of purchase on the stainless burner system components.
- **One-year warranty period** from the date of purchase on the concrete shell and Lumacast-produced accessories, as well as third-party accessories and overstock products.

c) RESIDENTIAL - OVERSTOCK

• **One-year warranty period** from the date of purchase on third-party accessories such as all-weather covers, glass wind guards, propane kits, and overstock products.

#### d) COMMERCIAL - OVERSTOCK

 One-year warranty period from the date of purchase on third-party accessories such as all-weather covers, glass wind guards, propane kits, and overstock products.

### Warranty Remedies

Should any product fail due to defects in materials or workmanship during the Warranty Period, Lumacast will, at its sole discretion, either:

- a) Repair the product at no charge, using new or refurbished replacement parts.
- b) Replace the product with a new or refurbished product.
- One replacement unit per warranty period.

### Limitations & Exclusions

- a) This warranty does not cover any damage or malfunction arising from misuse, improper installation, or use other than as instructed by Lumacast.
- **Concrete creep** improper installation on uneven surfaces will put undue stress and strain on the concrete shell. If not corrected, the fire feature may suffer permanent deformations and or structural cracking that are not covered under this warranty.
- b) Normal wear and tear, including but not limited to changes in color, texture, or finish. Non-structural hairline cracks are possible and shall not be considered a manufacturing defect and are not covered under this warranty.
- c) If you live in extreme weather conditions where snow accumulation is likely, <u>use of the all-weather cover</u> is imperative to be covered by this warranty. Allweather covers are sold separately.
- d) Damage to the product from the improper installation or use of the smooth basalt infill.
- Installation stones must be inspected before use. Any stones with hairline cracks must be discarded as they can result in popping or exploding when heated.
- Infill use only for use with standard gas and ethanol fire features, in dry and clean conditions, and with a clearance space around the burner and all openings, and with clean nozzles clear of any obstacles. STONES MUST NOT COVER THE BURNER.

### Third-party Components

Lumacast is not responsible for warranty coverage, maintenance, or repair of parts sourced from third-party manufacturers, including EcoSmart Fire, Fire by Design, and Warming Trends. Any claims related to these components should be directed to the respective manufacturers. All third-party manufacturers require their components to be covered when not in use, or their respective warranties are null and void.

- EcoSmart Fire (ethanol burner) Two-year warranty on its burner systems, which covers defects in materials and workmanship. One of the most crucial points to note about this warranty is that it is only valid if you use EcoSmart Fire's own e-NRG bioethanol fuel. If any other ethanol fuel is used, the warranty becomes null and void. Make sure to strictly use e-NRG bioethanol fuel to maintain your warranty coverage.
- Fire By Design (electronic ignition system) Commercial applications are covered for one year and residential applications for three years, provided the product has not been misused, modified, or improperly installed. Aging finishes are not considered defects.
- Warming Trends (burner system upgrade) Lifetime warranty for Crossfire® Burners, applicable to original and subsequent owners. The warranty may be voided by misuse, improper installation, or alteration of identification labels.

### This Warranty Does Not Include

- a) Service calls ("site visit") to
- Correct improper installation of the product.
- Instruct you on product use.
- Relocate the product within the existing or to a new property.

#### b) Repairs in the following situations

- When the product has been subjected to uses other than standard domestic or commercial purposes or if it has not been operated according to the guidelines set forth in the Product Manual.
- When any parts or models have been altered or modified without official written consent.
- When the product has been disassembled, repaired, or serviced by individuals who are not authorized representatives of the company.
- Damage to the concrete shell caused by improper placement of aluminum tabletops into the fire feature. This includes, but is not limited to, chips, dents, or damage to the top surface or surrounding area of the insert caused by uneven insertion or point load stress from the corners of the aluminum striking the concrete. Ensure that the tabletop is inserted evenly and handled carefully during installation as specified in the installation instructions provided by Lumacast. Failure to install the tabletop properly is not covered under this warranty.
- c) Additionally, the following are not covered
- Pick up and delivery services.
- Routine maintenance as specified in the Product Manual.
- Costs for transportation or travel related to repairs.
- Damages resulting from accidents, improper use, or natural disasters.

### Claims

To obtain warranty service, the Purchaser must contact Lumacast Customer Service within the Warranty Period, provide proof of purchase, and allow Lumacast to assess the defect or damage.

Claims may be initiated by

a) Email

INFO@LUMACAST.COM

b) Phone

+1 888-710-1026, EXT. 1

c) Certified mail

LUMACAST, INC. 3261 NATIONAL AVENUE SAN DIEGO CA, 92113

## Limitation of Liability

To the extent permitted by law, Lumacast shall not be liable for any incidental, indirect, special, or consequential damages, including but not limited to loss of profits or revenue, resulting from any breach of express or implied warranty or condition or under any other legal theory.

### Governing Law and Arbitration

This Limited Manufacturer's Warranty shall be governed by and construed in accordance with the laws of California, without regard to its conflicts of laws rules. Any disputes arising out of this warranty shall be resolved through binding arbitration in San Diego, California, in accordance with the rules of the American Arbitration Association.

### Entire Agreement

This document constitutes the entire warranty and supersedes all prior warranties, understandings, and agreements between Lumacast and the Purchaser related to the product.

### Contact us

### **LUMACAST, Inc.** 3261 National Avenue San Diego, CA 92113

Info@lumacast.com +1888-710-1026